

## MEMORANDUM OF UNDERSTANDING

*This Agreement* is entered into by and between the **City of Independence, Kansas**, a municipal corporation, hereafter CITY, and **Independence-USD 446 Recreation Commission**, hereafter IRC, as follows:

*Whereas*, CITY is title owner of certain property, some of which is currently used by IRC for its recreation programs and some of which is undeveloped.

*And Whereas*, the property in question is located roughly between the skateboard park, located just east of the 800-900 block of North Penn Avenue, and the youth baseball and softball facilities located in the 800-900 block of North Park Blvd.

*And Whereas*, an aerial photograph showing the location of the City-owned property, enclosed by the red line, is attached hereto and incorporated herein by reference.

*And Whereas*, this agreement is intended to outline the future responsibilities of both parties with respect to this property.

*Now Therefore*, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Use of Property:** CITY consents to use of the property by IRC for the providing of recreational facilities and activities for residents within the taxing district of IRC.

2. **Future Development:** IRC wishes to utilize the currently undeveloped property for youth soccer activities sponsored and operated by IRC. The undeveloped property is currently heavily wooded and overgrown and will take considerable work

in order to convert it to an appropriate area for youth activities. CITY hereby gives IRC permission to undertake studies, inspections, testing, and formulating plans for development of the property for youth soccer activities.

3. **Revenue Neutral:** Conversion of the undeveloped property for youth soccer activities shall be done in such a manner as to be revenue neutral to CITY. Unless otherwise agreed in advance by CITY, all expenses will be the responsibility of IRC.

4. **Pre-existing Documents:** To the extent they exist, CITY shall share with IRC all pre-existing plans and documents in existence which had something to do with the property which is the subject of this MOU.

5. **Construction Stage:** This MOU anticipates there will be two stages, a planning stage and then a construction stage. CITY has given IRC permission to move forward with the planning stage. Before IRC begins with the construction stage, CITY must give its approval to the overall plan prior to the initiation of construction.

6. **Maintenance:** Beginning on the date of execution of this agreement, IRC shall maintain all the property subject to this agreement, including the undeveloped property as well as the currently utilized property such as the skate park area and baseball and softball facilities, including responsibility for mowing and the like. Some of the properties covered by this agreement were acquired by CITY pursuant to a FEMA Buy-Out Program and as a result thereof have restrictions on use which must be complied with by both CITY and IRC. To the extent that ADA requirements apply

12-12-2019  
Date

By: Louis Ysusi  
LOUIS YSUSI, Mayor

  
DAVID W. SCHWENKER, City Clerk

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Date \_\_\_\_\_

-3-



## Area to be Maintained by Recreation Commission

Flagged Properties Must Comply with FEMA Requirements per Buy-Out Program.

